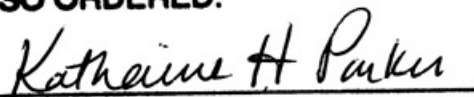


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DATE FILED: 07/16/2025**Katharine H. Parker  
United States Magistrate Judge  
United States District Court  
Southern District of New York

The Court previously granted Basics, Inc.'s requests for a pre-motion conference and a stay of discovery (ECF Nos. 29, 44). The Court now clarifies that the pre-motion conference on July 24, 2025, will address all motions to dismiss contemplated by defendants in this case. Further, the stay of discovery is complete as to all defendants. This order terminates the letter motions for pre-motion conferences and discovery stays filed at ECF No. 41, 42, and 45, and the Clerk is respectfully directed to so terminate.

Re: *Jimmy Avila et al. v. Danisha Davis, et al.*  
1:25-cv-03316-PAE-KHP**SO ORDERED:**

07/16/2025

  
**HON. KATHARINE H. PARKER  
UNITED STATES MAGISTRATE JUDGE**

Dear Magistrate Judge Parker:

This law firm represents Defendant Young Men's Christian Association of Greater New York (the "YMCA"), incorrectly referred to as "Harlem YMCA" in the complaint filed by Jimmy Avila and Mezie Oduka on or about April 18, 2025 (the "Complaint"). We write, pursuant to Rule III(b) of your Honor's Individual Practices in Civil Cases, to request a pre-motion conference regarding the YMCA's intended motion to dismiss the claims against the YMCA. The Complaint should be dismissed for the reasons set forth herein.<sup>1</sup>

**A. Relevant Factual and Procedural Background.**

The YMCA is a not-for-profit organization that was formed and operates exclusively for charitable purposes. The YMCA is also the owner and landlord of the building known as the Harlem YMCA and located at 180 West 135<sup>th</sup> Street, New York, New York 10030 (the "Building").

In 2015, the YMCA contracted with Common Ground Management Corporation d/b/a Breaking Ground ("Breaking Ground") for the licensed use of certain rooms in the Building to temporarily house Breaking Ground's clients awaiting permanent housing. On or about September 14, 2015, Breaking Ground arranged with the YMCA for Plaintiff Oduka, one of its clients, to use Room 828 in the Building (the "Premises") as temporary housing until Breaking Ground could find permanent housing for Plaintiff Oduka. Breaking Ground's license to temporarily use the Premises expired on October 31, 2024. As a result, Plaintiff Oduka's license to temporarily use the Premises also expired on October 31, 2024.

On October 31, 2024, Plaintiff Oduka commenced an illegal lockout proceeding in the Civil Court of the City of New York, County of New York, against the "Harlem YMCA" and Breaking Ground, entitled *Mezie Oduka v. Harlem YMCA et al.*, L&T Index No. 001981/24 (the "Proceeding"). Plaintiffs Oduka and Avila both attended the appearance held on November 25, 2024. Your Honor is

<sup>1</sup> This letter supersedes the letter filed on July 14, 2025 (ECF Doc. No. **37**), which exceeded the 3-page limit.



July 15, 2025

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respectfully referred to the letter dated December 5, 2024, to the Honorable Eleanora Ofshtein, a copy of which is annexed hereto as Exhibit A, for a summary of the events that transpired on November 25, 2024. The Honorable Evon Asforis presided over the trial in March 2025, but has not yet issued a decision. Notably, Plaintiff Avila never occupied a room at the Building and the YMCA has no relationship to Plaintiff Avila, who has represented that he is Plaintiff Oduka's cousin.

Also on October 31, 2024, Plaintiff Avila commenced a case in the Small Claims Part of the Civil Court of the City of New York, County of Bronx, against the "Harlem YMCA", Breaking Ground and some of their employees, seeking \$10,000, for (i) damage caused to person, (ii) failure to provide proper service, (iii) breach of contract, and (iv) breach of agreement. Plaintiff Avila withdrew his case.

Additionally, Plaintiff Oduka attempted to file a complaint against the undersigned with the Attorney Grievance Committee on or about December 6, 2024. As of the date hereof, the Attorney Grievance Committee has not taken any action on Plaintiff Oduka's complaint. A copy of Plaintiff Oduka's complaint against the undersigned, together with the letter that I filed in the Proceeding in response to the complaint, is annexed hereto as Exhibit B.

Finally, on December 8, 2024, Plaintiff Oduka filed a complaint against the YMCA and one of its employees with the New York State Division of Human Rights alleging that Plaintiff Oduka was discriminated against because he is an African American living with a disability.

**B. The Complaint.**

The Complaint should be dismissed for the reasons set forth in Gordon & Rees LLP's letter to Your Honor dated June 27, 2025, and filed on June 30, 2025 (the "Gordon & Rees Letter"), a copy of which is annexed hereto as Exhibit C.

The Complaint is simply an abuse of the court system against a not-for-profit organization that provides housing of last resort for many people. Plaintiff Oduka already filed an illegal lockout proceeding against the YMCA seeking restoration, which was tried almost four months ago, and no decision has been rendered. Clearly, had the court had concluded an unlawful eviction had occurred it would have expedited a decision and restored Plaintiff Oduka to possession. As set forth above, Plaintiffs have filed other cases and administrative proceedings against the YMCA and is causing the YMCA to continue to incur costs and expenses which the organization desperately needs to fund the myriad of programs it provides across underserved New York communities.



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Respectfully submitted,

/s/ Elizabeth Owen

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*Attorneys for Defendant Harlem YMCA*

CC: Plaintiffs Jimmy Avila and Mezie Oduka  
(via U.S. Mail and ECF)

All Counsel of Record  
(via ECF)